

# Exhibit 7

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

CITY OF ALMATY, KAZAKHSTAN and BTA  
BANK JSC,

Crossclaim Plaintiffs,

- against -

MUKHTAR ABLYAZOV, VIKTOR  
KHRAPUNOV, ILYAS KHRAPUNOV, and  
TRIADOU SPV S.A.,

Crossclaim Defendants.

ECF Case

No. 15 CV 05345 (AJN) (KHP)

**TRIADOU'S THIRD REQUESTS FOR  
THE PRODUCTION OF DOCUMENTS  
DIRECTED TO ALMATY AND BTA**

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure and this Court's Local Civil Rules, Crossclaim-Defendant Triadou SPV S.A. ("Triadou"), by and through its undersigned counsel, hereby propounds its Third Requests for the Production of Documents directed to Crossclaim-Plaintiffs City of Almaty ("Almaty") and BTA Bank JSC ("BTA") (together, "Almaty/BTA"). Almaty/BTA are requested to respond in writing to these Requests and to produce the documents and tangible things designated below for inspection and copying at the offices of Blank Rome LLP, The Chrysler Building, 405 Lexington Avenue, New York, New York 10174-0208, within thirty (30) days after service thereof.

**DEFINITIONS**

1. "Almaty" means the City of Almaty, Kazakhstan, its elected or appointed officials or employees, employees, officials, agents, representatives, predecessors, attorneys (internal or external), consultants, and any persons acting or purporting to act on behalf of the foregoing.
2. "BTA" means BTA Bank JSC, and, where applicable, its officers, directors, employees, agents, representatives, attorneys (internal or external), consultants, and any persons acting or purporting to act on behalf of the foregoing.

3. The “Chetrit Entities” means Joseph Chetrit, Meyer Chetrit, CF 135 Flat LLC, CF 135 West Members LLC, The Chetrit Group, LLC, and 227 East 19th Holder LLC, and, where applicable, their officers, directors, employees, partners, corporate parent, subsidiaries, affiliates, representatives, agents, or attorneys (internal or external).

4. The “A/B-Chetrit Settlement” shall refer to the settlement agreement entered into by Almaty, BTA, and the Chetrit Entities on or about November 12, 2015 and referenced in ECF No. 69.

5. “You” or “Your” means the party responding to these Requests.
6. “Communication” shall have the meaning set forth in Local Civil Rule 26.3(c)(1).
7. “Document” shall have the meaning set forth in Local Civil Rule 26.3(c)(2).
8. “Including” shall mean “including, but not limited to.”
9. “Concerning” shall have the meaning set forth in Local Civil Rule 26.3(c)(7).

#### **INSTRUCTIONS**

1. These Requests are for the production of all Documents in Your possession, custody, or control.

2. In defining the terms of discovery, You should use the definitions set forth above and, in the absence of a definition, the plain meaning of the words.

3. Each Request for a Document requires the production of the Document in its entirety, including all pages and attachments or exhibits, without redaction or expurgation.

4. If You object to any part of these Requests, (i) state each objection in specific detail and (ii) produce all responsive documents to which an objection does not apply.

5. If You claim all or any part of a Request is vague or ambiguous, identify the specific language You consider vague or ambiguous and state the interpretation of the language in question used to frame Your response.

6. If any Document responsive to these Requests is withheld from production, You shall furnish a log providing the information set forth in Local Civil Rule 26.2.

7. The present tense includes the past and future tenses. The terms “each” and “any” as used herein also mean “every.” Words in the masculine, feminine or neuter form shall include each of the other genders. These Requests shall be construed in accordance with Local Civil Rule 26.3(d).

8. These Requests are continuing in nature and require amendment or supplementation if You obtain, directly or through Your agents, representatives, or attorneys, pertinent additional or different information or materials between the time that Your responses to these Requests are served until the trial in the above-captioned matter. If You do not have all of the information needed to completely respond to any Request, provide all Documents in Your possession, custody, or control, state that Your information is incomplete, identify the information You would need to make a complete response, and provide a supplemental production when You obtain the information necessary to do so.

9. You shall produce any Electronically Stored Information (“ESI”) in its native format, or as searchable, single-page Group IV .TIF files, and shall produce any and all metadata and load files associated with the produced ESI.

### **DOCUMENT REQUESTS**

1. Documents Concerning the Chetrit Entities, including but not limited to:
  - a. Their continued negotiations and/or “business discussions” with Almaty and/or BTA, as described in ECF No. 346;
  - b. Their Communications (or the Communications of their attorneys and/or representatives) with Almaty, BTA, and/or their attorneys or representatives occurring after the signing of the A/B-Chetrit Settlement;
  - c. Proposed or actual revisions, modifications, and amendments to the A/B-Chetrit Settlement;

- d. The “audit and inspection rights” referenced in Paragraph 4.b of the A/B-Cherit Settlement, including but not limited to Communications related to that paragraph and any Documents received in response to audit and/or inspection requests made by Almaty, BTA, and/or their attorneys or representatives;
- e. Proposed or actual agreements among Almaty, BTA, the Cherit Entities, and/or their attorneys or representatives subsequent to the execution of the A/B-Cherit Settlement Agreement;
- f. Proposed or actual transactions, investments, or projects, involving the Cherit Entities one the one hand, and Almaty and/or Almaty/BTA on the other hand;
- g. Documents reflecting all monies paid or consideration given by Almaty, BTA, and/or its attorneys or representatives on the one hand, to the Cherit Entities and/or their attorneys or representatives on the other hand, in connection with, or pursuant to, any of the terms of the A/B-Cherit Settlement;
- h. Documents reflecting all monies paid or consideration given to Almaty, BTA, and/or its attorneys or representatives on the one hand, by the Cherit Entities and/or their attorneys or representatives on the other hand, in connection with, or pursuant to, any of the terms of the A/B-Cherit Settlement; and
- i. Documents reflecting all monies held in escrow, at any time, pursuant to the A/B-Cherit Settlement.

2. Documents Concerning Felix Sater, including but not limited to Communications between or among Almaty, BTA, and/or their attorneys or agents on the one hand, and Felix Sater and/or his attorneys or agents on the other hand, any settlement agreements or releases involving Felix Sater, and any written statements (sworn or unsworn) of Felix Sater.

3. Documents Concerning Daniel Ridloff, including but not limited to Communications between or among Almaty, BTA, and/or their attorneys or agents on the one hand, and Daniel Ridloff and/or his attorneys or agents on the other hand, any settlement agreements or releases involving Daniel Ridloff, and any written statements (sworn or unsworn) of Daniel Ridloff.

4. Documents Concerning Alina Zaharia, including but not limited to Communications between or among Almaty, BTA, and/or their attorneys or agents on the one hand, and Alina Zaharia and/or her attorneys or agents on the other hand, any settlement agreements or releases involving Alina Zaharia, and any written statements (sworn or unsworn) of Alina Zaharia.

5. Documents Concerning Elena Tyschenko (a/k/a Elena Tischenko), including but not limited to Communications between or among Almaty, BTA, and/or their attorneys or agents on the one hand, and Elena Tyschenko and/or her attorneys or agents on the other hand, any settlement agreements or releases involving Elena Tyschenko, and any written statements (sworn or unsworn) of Elena Tyschenko.

6. Documents Concerning Peter Sztyk (a/k/a Petro Sztyk), including but not limited to Communications between or among Almaty, BTA, and their attorneys or agents on the one hand, and Peter Sztyk and/or his attorneys or agents on the other hand, any settlement agreements or releases involving Peter Sztyk, and any written statements (sworn or unsworn) of Peter Sztyk.

7. Documents Concerning Botagoz Dzhardemali (a/k/a Bota Jardemalie), including but not limited to Communications between or among Almaty, BTA, and/or their attorneys or agents on the one hand, and Botagoz Dzhardemali and/or her attorneys or agents on the other hand, any settlement agreements or releases involving Botagoz Dzhardemali, and any written statements (sworn or unsworn) of Botagoz Dzhardemali.

8. Documents Concerning Laurent Foucher, including but not limited to:

- a. Any witness statements or written statements of Laurent Foucher;
- b. Any Documents provided by Laurent Foucher to Almaty, BTA, and/or their attorneys or representatives;
- c. Any monies paid or consideration given by Almaty, BTA, and/or their attorneys or agents on the one hand, to Laurent Foucher, Nicolas Bourg,

Niel Telecom S.A., Niel Petroleum S.A., Niel Finance and Services S.A., and/or Niel Natural Resources Investments S.A., and/or the attorneys or agents of those individuals or entities on the other hand, including those made in connection with the release and schedule signed by Foucher found at Almaty-BTA0201934; and

d. Any monies paid or consideration given to Almaty, BTA, and/or their attorneys or agents on the one hand, by Laurent Foucher, Nicolas Bourg, Niel Telecom S.A., Niel Petroleum S.A., Niel Finance and Services S.A., and/or Niel Natural Resources Investments S.A., and/or the attorneys or agents of those individuals or entities on the other hand, including those made in connection with the release and schedule signed by Foucher found at Almaty-BTA0201934.

9. Documents Concerning Nicolas Bourg reflecting:

a. Communications between Almaty, BTA, and/or its attorneys or representatives on the one hand, and Nicolas Bourg and/or his attorneys or representatives on the other hand, from January 1, 2014 to the present (and continuing);

b. Documents reflecting any payments of any kind, or transactions of any kind for any type of consideration, involving Almaty, BTA, and/or their attorneys or representatives on the one hand, and Nicolas Bourg and/or his attorneys or representatives on the other, including Documents reflecting payments or reimbursements made in connection with Nicolas Bourg's travel for the May 19, 2016 hearing.

10. Documents Concerning the following individuals or entities, which are identified in the subpoenas issued by Almaty and/or BTA in this matter:

a. Azure Consultants DMCC  
b. Bayrock Group  
c. Beron Holdings  
d. Black Sea Trade and Development Bank  
e. Charles de Bavier  
f. Compagnie Privee de Conseils  
g. CPCI SA  
h. Ignoramus Limited  
i. Lloyd LaMarca  
j. Joel Murcia  
k. Meron Investments

- l. Merrin Investments
- m. Mission Capital Advisers, LLC
- n. Northern Seas Waterage
- o. PO Box 487922
- p. Power Access Development
- q. Ramasita Investments
- r. San Vito Investments
- s. Sartfield Limited
- t. Smartdev LLC
- u. Telford Investments Ltd.
- v. Vilder Company or Vilder S.A.

Dated: New York, New York  
July 24, 2017

BLANK ROME LLP

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*Counsel for Crossclaim Defendant  
Triadou SPV S.A.*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 24th day of July, 2017, a true and correct copy of **Triadou's Third Requests for the Production of Documents Directed to Almaty and BTA**, was served by electronic mail on all of the following:

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s/ Deborah A. Skakel  
Deborah A. Skakel